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evidence would be admitted. See *Philips v. Hatch* (1871, C. C. D. Iowa) 1 Dill. 571; *In re Wulzen* (1916, S. D. Oh. E. D.) 235 Fed. 362, 365. If no evidence is admitted, the knowledge of the courts is limited to what they judicially notice. One court found in the President's speech to Congress of November 11, 1918, in which he declared that "The war thus comes to an end," an official declaration which could be noticed. *United States v. Hicks* (1919, W. D. Ky.) 256 Fed. 707. But nowhere else has it been given such significance. The conclusion seems warranted that, until the other departments act, the judiciary must continue to recognize the existence of a state of war, and to consider an exercise of the war power as valid. If this be true, the other departments can alone terminate the period within which these special powers are theirs.

CONSTITUTIONAL LAW—TREATIES—EFFECT ON STATE LAWS.—A treaty between the United States and Great Britain provided that the citizens of each of the contracting nations might dispose of their personal property within the jurisdiction of the other and that the heirs or legatees, who are either resident or non-resident citizens of the contracting nations, should succeed to personal property and pay the same duties as the citizens of the country where the property is located would have to pay in similar cases. A state statute imposed upon non-resident aliens a larger tax than that levied upon the state citizens and resident aliens. *Held*, that as against citizens of Great Britain, the tax in excess of that imposed upon the citizens of the state was invalid. *Trott v. State* (1919, N. D.) 171 N. W. 827.

The effect of treaties on existing state laws was a question presented to the Supreme Court soon after the formation of the Union. *Ware v. Hylton* (1796, U. S.) 3 Dall. 199. It has ever since been held that a treaty supersedes and nullifies all conflicting provisions in the constitution and laws of any state, and that whenever there is such a conflict, it is the duty of the judges of each state to uphold and enforce the treaty provisions. See *Whitney v. Robertson* (1888) 124 U. S. 190, 8 Sup. Ct. 456; *Chryssikos v. Demarco* (1919, Md.) 107 Atl. 358. However, in spite of the seeming uniformity of decisions on this point, cases are continually arising in which the effect of a treaty is contested. See *In re Moynihan* (1915) 172 Iowa, 571, 151 N. W. 504 (treaty with England); *Brown v. Peterson* (1919, Iowa) 107 N. W. 444 (treaty with Sweden). The decision in the principal case is obviously sound.

CONTRACTS—ACCORD—SPECIFIC PERFORMANCE.—The plaintiff was indebted to the defendant, who brought suit at law. That case was pending at the time of the instant action. Then they compromised, in writing and under seal, whereby the plaintiff promised that he would pay to the defendant a certain sum on a specific date, and certain monthly installments for the support of the defendant for life; and the defendant promised that, upon receipt of this said sum, she would reassign to the plaintiff certain life insurance policies, indorse to him a check payable to their joint order, and return a will and certain books and documents. The plaintiff duly tendered and demanded performance by the defendant who refused to perform. The plaintiff, who averred continued readiness to perform, then brought this bill in equity for specific performance. *Held*, that this compromise was an accord only, and could not form the basis of an action. Laughlin, J. *dissenting*. *Moers v. Moers* (1919, App. Div.) 176 N. Y. Supp. 277.

The court followed the ancient common-law doctrine that on an accord no